

of warranty that the property conveyed is free and clear of all encumbrances whatsoever. Both of said deeds are accordingly hereby approved.

You have likewise submitted to me contract encumbrance record No. 27 in connection with the purchase of the above described property. This contract encumbrance record has been properly executed and the same shows a sufficient balance in the appropriation account to the credit of your department for the acquisition of lands in connection with the Nimisila Creek Basin Reservoir Improvement, to pay the purchase price of the above described lots, which purchase price is the sum of \$2,960.00. I am accordingly approving said contract encumbrance record.

Further, in this connection, it is noted from the recital contained in said contract encumbrance record, as well as from other information at hand, that the purchase of the above described lots and of other lands for use in connection with the Nimisila Creek Basin Reservoir Improvement has been approved by the Controlling Board in the manner required by law.

Subject to the exceptions above noted, the title of Martin Istok in and to the above described property is approved as are likewise the deeds above referred to and the encumbrance record, all of which files are herewith returned to you.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

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APPROVAL—WARRANTY DEED TENDERED BY EDWARD P. LINGO AND MABEL LINGO, RELATING TO THE PROPOSED PURCHASE OF CERTAIN LANDS IN GREEN TOWNSHIP, SUMMIT COUNTY, OHIO.

COLUMBUS, OHIO, May 8, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval certificates of title No. 56856 executed by The Northern Ohio Guarantee Title Company under date of March 24, 1937, warranty deed executed by Edward P. Lingo and Mabel L. Lingo, and contract encumbrance record No. 25, relating to the proposed purchase

by the State of Ohio for the use of your department of Lot No. 14 in C. C. McCue's Little Farms Allotment in the west half of the northwest quarter of Section 19, Green Township, as surveyed by S. G. Swigart & Sons, and recorded in Plat Book No. 36, page 7, Summit County Records, excepting and reserving therefrom, however, the right of way of The Canton, Massillon and Akron Railroad Company.

Upon examination of said certificate of title, I find that said right of way of The Canton, Massillon and Akron Railroad Company, above referred to, extends through this lot and is properly excepted therefrom.

Further, upon examination of this certificate of title, I find that Edward P. Lingo and Mabel L. Lingo have a good indefeasible fee simple title to the above described lot and parcel of land subject to the right of way easement of The Tide Water Pipe Company and to the oil and gas lease now owned and held by The East Ohio Gas Company, both of which matters have been referred to at length in previous opinions by me relating to the title to other lots in C. C. McCue's Little Farms Allotment which have been purchased in the name of the State by your department in connection with the Nimisila Creek Basin Reservoir Improvement. The same may be said with respect to the easement for telephone line purposes which is owned and held by one Charles E. Wise. This matter has likewise been referred to at length in former opinions relating to the title of other lots in this allotment.

It further appears from this certificate of title that on March 19, 1934, one M. Luella Lingo, who was then the owner of Lot No. 14 in C. C. McCue's Little Farms Allotment, executed a mortgage on this property to the Westvale Realty Company to secure the payment of a promissory note of even date therewith in the sum of \$667.00, payable in monthly installments of \$10.00 each, with interest at five per cent. Thereafter, this mortgage was assigned by the Westvale Realty Company to one Virginia N. Hancock, who is now the owner and holder of the same. This mortgage has not been canceled of record and the same to the extent of the amount remaining unpaid upon the note secured thereby, together with interest thereon, is a lien upon the property.

In this certificate of title there is stated that there are no special taxes charged against the premises above described on the Treasurer's 1936 General Tax Duplicate, or shown on the County Auditor's 1936 Certified List of Special Assessments. I assume from this that all of the installments of the assessment levied against this lot for the Main Street improvement have been paid. The following statement is made in the certificate of title with respect to the taxes on the property:

“There is listed on the Treasurer’s Tax Duplicate, Green Township in the name of M. Luella Lingo:

McCue Little Farms Allot:	Lot 14	All.	
Valuation: Lands	\$270.00	Buildings	\$——— Total
			\$270.00.

Taxes for the first half of 1936 are paid.

Taxes for the last half of 1936 amounting to \$2.86, are a lien.”

In addition to this, it may be noted that the undertermined taxes for the year 1937 are now a lien upon the property.

Subject only to the exceptions above noted, the title of Edward P. Lingo and Mabel L. Lingo in and to the above described lot and parcel of land is hereby approved.

The warranty deed tendered by Edward P. Lingo and Mabel L. Lingo has been properly executed and acknowledged by said grantors and the same is legally sufficient to convey this property to the State of Ohio by fee simple title subject to the exception with respect to the right of way of The Canton, Massillon and Akron Railroad Company through said lot, which is above noted, free and clear of the dower interest which each of these grantors has had in the undivided interest of the other in and to this lot, with a covenant of warranty that the property is free and clear of all encumbrances whatsoever.

Contract encumbrance record No. 25, which has been submitted as a part of the files relating to the purchase of this property, has been properly executed and the same shows a sufficient balance in the proper appropriation account to the credit of your department to pay the purchase price of this property, which purchase price is the sum of \$1400.00. It likewise appears from said contract encumbrance record and from other information at hand that the purchase of this property has been approved by the Controlling Board as required by law.

The warranty deed tendered by Edward P. Lingo and Mabel L. Lingo is accordingly approved by me as is contract encumbrance record No. 25, above referred to, and the same, together with the certificate of title, are herewith returned to you.

Respectfully,

HERBERT S. DUFFY,
Attorney General.